

**Reference Guide
To
Director's Order #21
Donations and Fundraising**

Note to the Reader: The Reference Guide to Director's Order #21 on Donations and Fundraising is the back-up documentation for the Director's Order and is intended to be read in tandem with that document. It is comprised of distinct segments of information that tie directly back to the corresponding section in the Director's Order. The document will grow as additional templates, examples, and background information becomes available.

The table of contents is directly from the Director's Order. Where reference guide materials are available it is indicated by underlined bold text. These titles are formatted in such a way that on-line readers of the document may hyperlink to the relevant material.

Reference Guide to Director's Order #21: Donations and Fundraising

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Chapter 1

1.0 Background and Purpose

1.1 Background

1.2 Purpose

1.3 [Related Sources of Guidance](#)

1.4 Activities not Subject to this Director's Order

1.3 Related Sources of Guidance

- NPS Management Policies sets out the basic policies for the management of the national park system.
- Director's Order #1 on the NPS Directives System provides an overview of the NPS directives system and describes the relationship among NPS Management Policies, Director's Orders and Reference Guides.
- Any requests for waivers related to the policies and directions provided in DO #21 must comply with DO #1 subsection on "Things to Know About NPS Policy."
- Director's Order #20 on Agreements provides additional guidance on other kinds of agreements that may be used to implement aspects of partnerships.
- Director's Order #24 on Museum Collections Management and the NPS Museum Handbook provide additional policy and guidance specific to museum collections.
- Director's Order #25 on Land Acquisition provides information on NPS policies regarding land acquisition and boundary adjustments whether through donations or other means.
- Director's Order #32 on Cooperating Associations provides additional policy and guidance specific to cooperating associations.
- Director's Order #44 on Personal Property Management provides additional policy and guidance on management of, and accountability for, donated personal property.
- Director's Order #48A and #48B on Concessions and Commercial Use Authorizations as well as the website of the Concessions Management Program contain the laws, regulations, and policy guidance on in-park commercial operations including sales.
- Director's Order #53 on Special Park Uses contains additional guidance on special events.
- Director's Order #70 on Internet and Intranet Publishing establishes NPS policy on the development of NPS websites
- *Standards of Ethical Conduct for Employees of the Executive Branch* (5 CFR 2635.808).
- *Partnership Legal Primer* provides a basic introduction to federal law and ethical considerations affecting partnerships. It can be found on the Department of the Interior's Partnership web page: http://www.doi.gov/partnerships/partnership_legal_framework.html
- Department of the Interior Departmental Manual: *Donation Guidelines* (374 DM 6) http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3692

Chapter 3

3.0 Policies and Considerations

3.1 Ethical Considerations

3.2 Matching Funds/Challenges

3.3 Accountability for Donations

3.4 [Annual Reporting Requirements](#)

3.4 Annual Reporting Requirements

Annual reports on the NPS' use of its donation acceptance authority will be developed by the National Partnership Office (NPO) using the information collected through the annual update of the Friends' Group list and the NPS Budget Office until the standard procedures and requirements have been developed by the Department. The NPS will not report on individual donations to non-profit park partners but will report the annual contributions of such groups as one donation.

An associated effort will be the collection of annual reports or IRS Form 990 in order to meet the two recommendations made by the Government Accountability Office regarding Friends Group in their July 2003 report "Park Service: Agency Needs to Better Manage the Increasing Role of Nonprofit Partners." The GAO recommended that the NPS should develop and maintain an accurate list of nonprofit groups serving the parks and should require nonprofits to report key financial information (described as annual revenue, donations, and net assets). The NPO will satisfy this requirement by continuing to maintain its existing Friends Group database and by collecting information on annual revenue, donations and net assets from publicly available documents such as a Friends Group's annual report or IRS Form 990.

It should be noted that the NPS Volunteers-in-Parks Program and the NPS Cooperating Association Office collect and report on donations. The NPO will not collect information on either program. The NPO may include summary information on the contributions to those programs in order to report out on the larger role of philanthropy in the stewardship of the NPS.

Chapter 5

5.0 Roles and Responsibilities

5.1 [National Park Service](#)

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5.1 National Park Service

NPS employees may support or encourage efforts of third parties to create park support groups such as “friends” groups whose purposes include raising funds for the benefit of the NPS, specifically where none now exist. There are a variety of resources available for guidance on the federal and state requirements for non-profit organizations. Useful contacts and additional information:

- NPS Regional Partnership Coordinators,
- NPS Partnership Website (www.nps.gov/partnerships)-- this guidance speaks particularly to the private citizen interested in creating the organization,
- National Park Foundation,
- Association of Partners for Public Lands,
- Local Community Foundations
- IRS website (www.irs.gov/charities/index.html).

Coordination and communication are essential when a park has the benefit of having multiple partners.

5.2 Fundraising Partners

Friends groups are non-profit organizations that are generally formed under state law and must comply with state and federal requirements for charitable fundraising as well as standards of professional conduct, including:

- Specific standards and philosophies of operation;
- Best practices;
- Codes of professional conduct;
- Fiduciary guidelines;
- Financial accountability requirements;
- Independent audit procedures;
- Public disclosure requirements;
- Performance reviews;
- Relevant federal, state, and local statutes;
- Board of directors governance resolutions; and
- Self-imposed canons of executive behavior.

Nonprofit standards are equal in force and importance to, and are in no way inferior to, the standards of probity expected of any public agency and its employees.

Many nonprofit professionals entered the charitable field in part because of the distinctive ethical dimensions of their respective missions. Most people in the governance structures of nonprofits volunteer their time and seek no financial reward, because they want to give to causes of profound moral worth.

The Donor Bill of Rights and the Association of Fundraising Professionals Code of Ethical Principles and Standards of Professional Practice, and The Accountable Nonprofit Organization (see below) are three examples of documents regarding the professional conduct of professional fundraisers.

The Donor Bill of Rights

The Donor Bill of Rights was created by the American Association of Fund Raising Counsel (AAFRC), Association for Healthcare Philanthropy (AHP), the Association of Fundraising Professionals (AFP), and the Council for Advancement and Support of Education (CASE). It has been endorsed by numerous organizations.

The Donor Bill of Rights

Philanthropy is based on voluntary action for the common good. It is a tradition of giving and sharing that is primary to the quality of life. To ensure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the nonprofit organizations and causes they are asked to support, we declare that all donors have these rights:

- I. To be informed of the organization's mission, of the way the organization intends to use donated resources, and of its capacity to use donations effectively for their intended purposes.
- II. To be informed of the identity of those serving on the organization's governing board, and to expect the board to exercise prudent judgment in its stewardship responsibilities.
- III. To have access to the organization's most recent financial statements.
- IV. To be assured their gifts will be used for the purposes for which they were given.
- V. To receive appropriate acknowledgement and recognition.
- VI. To be assured that information about their donation is handled with respect and with confidentiality to the extent provided by law.
- VII. To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature.
- VIII. To be informed whether those seeking donations are volunteers, employees of the organization or hired solicitors.
- IX. To have the opportunity for their names to be deleted from mailing lists that an organization may intend to share.
- X. To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers.

AFP Code of Ethical Principles and Standards of Professional Practice

STATEMENT OF ETHICAL PRINCIPLES

Adopted 1964, Amended October 2004



The Association of Fundraising Professionals (AFP) exists to foster the development and growth of fundraising professionals and the profession, to promote high ethical standards in the fundraising profession and to preserve and enhance philanthropy and volunteerism. Members of AFP are motivated by an inner drive to improve the quality of life through the causes they serve. They serve the ideal of philanthropy; are committed to the preservation and enhancement of volunteerism; and hold stewardship of these concepts as the overriding principle of their professional life. They recognize their responsibility to ensure that needed resources are vigorously and ethically sought and that the intent of the donor is honestly fulfilled. To these ends, AFP members embrace certain values that they strive to uphold in performing their responsibilities for generating philanthropic support.

AFP members aspire to:

- ♦ practice their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust;
- ♦ act according to the highest standards and visions of their organization, profession and conscience;
- ♦ put philanthropic mission above personal gain;
- ♦ inspire others through their own sense of dedication and high purpose;
- ♦ improve their professional knowledge and skills so that their performance will better serve others;
- ♦ demonstrate concern for the interests and well being of individuals affected by their actions;
- ♦ value the privacy, freedom of choice and interests of all those affected by their actions;
- ♦ foster cultural diversity and pluralistic values, and treat all people with dignity and respect;
- ♦ affirm, through personal giving, a commitment to philanthropy and its role in society;
- ♦ adhere to the spirit as well as the letter of all applicable laws and regulations;
- ♦ advocate within their organizations, adherence to all applicable laws and regulations;
- ♦ avoid even the appearance of any criminal offense or professional misconduct;
- ♦ bring credit to the fundraising profession by their public demeanor;
- ♦ encourage colleagues to embrace and practice these ethical principles and standards of professional practice; and
- ♦ be aware of the codes of ethics promulgated by other professional organizations that serve philanthropy.

STANDARDS OF PROFESSIONAL PRACTICE

Furthermore, while striving to act according to the above values, AFP members agree to abide by the *AFP Standards of Professional Practice*, which are adopted and incorporated into the *AFP Code of Ethical Principles*. Violation of the *Standard* may subject the member to disciplinary sanctions, including expulsion, as provided in the *AFP Ethics Enforcement Procedures*.

Professional Obligations

1. Members shall not engage in activities that harm the member's organization, clients, or profession.
2. Members shall not engage in activities that conflict with their fiduciary, ethical and legal obligations to their organizations and their clients.
3. Members shall effectively disclose all potential and actual conflicts of interest; such disclosure does not preclude or imply ethical impropriety.
4. Members shall not exploit any relationship with a donor, prospect, volunteer or employee for the benefit of the member or the member's organization.

5. Members shall comply with all applicable local, state, provincial, federal, civil and criminal laws.
6. Members recognize their individual boundaries of competence and are forthcoming and truthful about their professional experience and qualifications.

Solicitation and Use of Philanthropic Funds

7. Members shall take care to ensure that all solicitation materials are accurate and correctly reflect the organization's mission and use of solicited funds.
8. Members shall take care to ensure that donors receive informed, accurate and ethical advice about the value and tax implications of contributions.
9. Members shall take care to ensure that contributions are used in accordance with donors' intentions.
10. Members shall take care to ensure proper stewardship of philanthropic contributions, including timely reports on the use and management of such funds.
11. Members shall obtain explicit consent by the donor before altering the conditions of contributions.

Presentation of Information

12. Members shall not disclose privileged or confidential information to unauthorized parties.
13. Members shall adhere to the principle that all donor and prospect information created by, or on behalf of, an organization is the property of that organization and shall not be transferred or utilized except on behalf of that organization.
14. Members shall give donors the opportunity to have their names removed from lists that are sold to, rented to, or exchanged with other organizations.
15. Members shall, when stating fundraising results, use accurate and consistent accounting methods that conform to the appropriate guidelines adopted by the American Institute of Certified Public Accountants (AICPA)* for the type of organization involved. (* In countries outside of the United States, comparable authority should be utilized.)

Compensation

16. Members shall not accept compensation that is based on a percentage of contributions; nor shall they accept finder's fees.
17. Members may accept performance-based compensation, such as bonuses, provided such bonuses are in accord with prevailing practices within the members' own organizations, and are not based on a percentage of contributions.
18. Members shall not pay finder's fees, or commissions or percentage compensation based on contributions, and shall take care to discourage their organizations from making such payments.

Amended October 2004

The Accountable Nonprofit Organization

(Association of Fundraising Professionals, see:

http://www.afpnet.org/ka/ka-3.cfm?folder_id=897&content_item_id=1072)

The Accountable Nonprofit Organization is a statement of principles to guide charities.

It outlines the operations and procedures a nonprofit undertakes to show it is accountable to donors, the people it serves, and the general public.

This statement was endorsed by AFP (Association of Fundraising Professionals) Board in 1995.

The Accountable Nonprofit Organization

Each nonprofit organization holds a public trust to improve the quality of life.

The accountable organization clearly states its mission and purpose, articulates the needs of those being served, explains how its programs work, how much they cost and what benefits they produce.

The accountable organization freely and accurately shares information about its governance, finances and operations. It is open and inclusive in its procedures, processes and programs consistent with its mission and purpose.

The nonprofit organization is accountable to all those it exists to serve, to all those who support it, and to society.

The accountable nonprofit organization is responsible for mission fulfillment, leadership on behalf of the public interest, stewardship and quality.

The accountable nonprofit is responsible for:

Mission fulfillment

- Doing what it says it will do.
- Maintaining relevance by meeting needs in a changing environment.

Leadership on behalf of the public interest

- Enhancing the well-being of communities and society.
- Promoting inclusiveness, pluralism and diversity within society.
- Educating the public, business, nonprofit organizations and government, including appropriate advocacy and lobbying.

Stewardship

- Maintaining effective governance and management.
- Generating adequate resources, managing resources effectively, supporting and recognizing volunteers, and appropriately compensating staff.
- Avoiding conflict of interest and abuse of power.

Quality

- Striving for and achieving excellence in all aspects of the organization.
- Evaluating the total organization and its outcomes on an ongoing basis.

Chapter 6

6.0 Donations

6.1 Considering Donations

6.1.1 Maintaining the Integrity and Impartiality of, and Public Confidence, in NPS and Department of the Interior

6.1.2 Reviewing Direct Donations

6.1.3 Director's Approval

6.1.4 Acceptance of Donations from Donors Involved in Litigation

6.2 Use of Donations

6.3 In-Park Fund-raising

6.3.1 [Donation Boxes](#)

6.3.2 Displays and Fundraising Activity Information

6.3.3 In-Park Events

6.3.4 [Guest Donation Program](#)

6.3.1 Donation Boxes

Partner managed donation boxes may be placed on NPS property under the terms of the agreement establishing the partnership or in a separate written agreement. The separate written agreement may only be used if the agreement establishing the partnership is in place. It may be a formal agreement or a letter and must include the following:

- 1) The number, location, appearance and length of time the donation boxes will be located in the park;
- 2) Times and methods for collecting funds;
- 3) Accounting procedures;
- 4) Projects which will be funded by the proceeds of the donation box
- 5) Disposition of funds in the event the partnership ends.

The following example is for use where the partner assumes all responsibility for production/construction, installation, maintenance, and upkeep. It can be modified where the park will assume some of those responsibilities.

Example:

Dear ____

This responds to the *<insert authorized nonprofit fundraising partner's name here>* request to install donation boxes within *<insert park name here>* for the purpose of raising money to support the *<insert the project/program name or names here>*. The National Park Service (NPS) supports the *<insert partner name>* proposal and authorizes placement of donation boxes within *<insert park name here>* under the following conditions:

1. One hundred percent of all funds raised through the donation boxes, including any interests thereon, must be used for the *<insert the project/program name or names here>*. The *<insert partner name>* cannot deduct costs or other administrative fees from donations received. This standard NPS requirement is intended to prevent parties who are not motivated by altruism towards parks from seeking to place donation boxes in parks.
2. All accounting, document retention, and document access provisions of the Agreement of *<insert date of agreement establishing the partnership>* between the *<insert partner name>* and NPS, as amended or superseded, will apply to funds raised through the donation boxes. The *<insert partner name>* will ensure that its accounting and reporting system clearly identifies and tracks from receipt to expenditure all funds and associated interest attributable to the donation boxes.
3. NPS must review and approve the proposed design and location of collection boxes within *<insert park name here>*. All collection boxes must clearly inform the public that all funds donated will be used solely for the *<insert the project/program name or names here>* and, should the *<insert the project/program name or names here>* be terminated, for other *<insert park name here>* programs and purposes.

4. The *<insert partner name>* will take reasonable and appropriate measures to ensure the security of donation box funds. Such measures will include secure donation box design, frequent emptying of donation boxes, and measures to safeguard against theft after the boxes have been emptied.
5. In the event that the *<insert the project/program name or names here>* is/are terminated, any funds donated to the *<insert partner name>* for use for this project or program must be remitted to NPS for use within *<insert park name here>* or used by the Foundation, with NPS approval, for other programs or projects benefiting *<insert park name here>*.
6. Placement and operation of donation boxes will be governed by applicable laws, regulations or NPS policies as exist at this time or as amended.
7. The authorization provided by this letter will become effective upon NPS receipt of a reply letter from the *<insert partner name>* accepting the above terms and conditions.

Thank you for your assistance with the *<insert the project/program name or names here>*. If you have any questions or concerns please contact me at xxx-xxx-xxxx.

Sincerely

Superintendent

CONCURRENCE

I concur with the terms of this letter.

EXECUTIVE DIRECTOR

DATE

6.3.4 Guest Donation Program

The Guest Donation Program was made permanent by the Secretary of the Interior in 2003. The creation of the permanent program included a provision allowing the program to be expanded to non-lodging activities (also on a strictly voluntary basis) with the approval of the Director. This section contains: the [memo](#) from the Director to the National Leadership Council announcing the program and describing the role of the *AD-partnerships*; the [Standard Operating Procedures, Statement of Participation](#) in the program; the [Guest Donation Restricted Fund Authorization Form](#), the [Guest Donation Restricted Fund Authorization Form and Direct Grant to Local Friends Group](#); [Sample Language for Required Guest Notices](#); and the [request for approval of the expansion of the program](#).

United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.
Washington, D.C. 20240

IN REPLY REFER TO:

October 6, 2003

Memorandum

To: National Leadership Council
From: Director, National Park Service /s/Fran Mainella
Subject: National Park Guest Donation Program

The Secretary of the Interior, at my recommendation, has approved the extension of the Guest Donation Program formerly known as the Lodge Check-off Program. The extension is permanent, without a sunset date. This is very good news and a reflection of a wonderful partnership between an increasing number of concessionaires, the National Park Foundation, and several local park fundraising groups.

The Secretary has specifically asked the National Park Service to do several things to ensure the on-going success of the program, and to ensure that there is no possibility of even an appearance of conflict of interest. These items are detailed in the Secretary's memorandum, which is attached. I am assigning the responsibility for follow up on these items to the Associate Director for Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation.

I am extremely pleased that the Secretary has permanently extended this program. I expect each of the Regional Directors to implement the program in parks in which concessionaires volunteer to participate, and to do so in exact accordance with the Standard Operating Procedures, which are attached. The Associate Director, Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation will be responsible for monitoring each of these partnerships to ensure they are being operated as directed.



THE SECRETARY OF THE INTERIOR
WASHINGTON

October 1, 2003

Memorandum

To: Director, National Park Service

From: Secretary /s/Gale A. Norton

Subject: Permanent Authorization of National Park Guest Donation Program

I am pleased to advise you that I hereby approve a permanent extension of the National Park Guest Donation Program. This program was initially established by the Secretary of the Interior in July 2000, with a provision to sunset on October 1, 2003, unless extended prior to that date. This provided the Service, our non-profit partners and lodge concessionaires an opportunity to evaluate the effectiveness of the program and to determine whether changes are necessary.

This program has operated successfully and is growing. There has been broad acceptance of the program by the public, partners and concessionaires. Our partners and park managers support the permanent authorization of this program and encourage its expansion.

The Guest Donation Program must be operated in each participating park unit in strict adherence to the attached guidelines. These guidelines have been developed to ensure that participation is truly voluntary on the part of our visitors and to ensure the complete avoidance of any conflict or even an appearance of a conflict of interest in the operation of the program. The requirement that all such contributions be deposited with the National Park Foundation before transfer to our local partners was originally designed to avoid any questions of criticism and is retained for that reason in these guidelines. Requests have been made by the Service's non-profit partners to expand the program to include non- lodging activities on a strictly voluntary basis. You are authorized to approve additional activities you determine appropriate. Each such activity must be subject to similar safeguards for assuring that the highest ethical standards are maintained.

Finally, please pass onto all who participate in this program my personal thanks for their efforts in helping to preserve and enhance our national parks.

STANDARD OPERATING PROCEDURES

General Policy Approval

The Secretary of the Interior has permanently approved the National Park Guest Donation Program. The program may be implemented by a National Park concessioner as set forth below without any additional prior approval. Any program implemented using this authority must adhere to the following procedures and is subject to termination by the Director, National Park Service, for non-compliance.

Scope of Program

This program authorizes willing National Park concessioners to give guests the opportunity to make a \$1 per day or more, per room, donation to the National Park Foundation to support the national park they are visiting. This is not a room rate addition, and is in no way related to contract room rate approval or gross revenue franchise fees. It is a voluntary public service action by the concessioner. One hundred percent of the funds donated must be initially deposited to a restricted account at the National Park Foundation for the benefit of the national park where the funds are collected. Upon the Superintendent's request, funds received under this program will be contributed to a local non-profit park support group to enhance its efforts on behalf of the park. The local non-profit support group must have a current signed agreement with the park in order to receive any funds from this program. Use of funds from this account will be approved by the Grants and Programs Committee of the National Park Foundation Board or the board of the local park support group where appropriate after consultation with the Park's Superintendent. The Superintendent will have final say on use of the funds.

Standard Operating Procedures

1. **Role of the Concessioner.** This is an entirely voluntary program in which any willing concessioner may choose to participate and may withdraw from at any time.

A decision by a concessioner to participate or not participate in the program will not influence the Service's evaluation of that concessioner under its contract with the National Park Service. Misuse of the contributed funds by a concessioner may result in its termination from this program by the Director and such other actions as may be appropriate.

A concessioner that chooses to participate in this program must:

- Sign the attached form (Statement of Participation Guest Donation Program- [Attachment 1](#)) and submit it to the Director, with copies to the appropriate Superintendent(s);
- Using the attached appropriate form, either (a) establish a restricted fund at the National Park Foundation, disbursements from which will be approved by the Grants and Programs Committee of the National Park Foundation Board after consulting with the Superintendent ([Attachment 2A](#)), or (b) establish a restricted

fund with authorization to the National Park Foundation to grant funds to a local non-profit friends group ([Attachment 2B](#))

- Agree to deposit in this account at least quarterly 100% of the donations received;
- Agree to distribute the required notices to lodge guests, as provided by the National Park Foundation; and
- Agree to provide to the Superintendent an annual audit of funds received and deposited to the National Park Foundation account.

Every guest (or representative of the guests staying in each room) will be advised of the program, its benefits, and how to opt out at each of the following contact points:

- At check-in
- Through written materials in the guest room
- At check-out

(Examples of each form of notice are attached in [Attachment 3](#))

2. **Role of Visitors.** This is an entirely voluntary program for national park visitors.

3. **Role of Park Superintendent.** The Superintendent:

- Will provide the Regional Director a copy of all forms received from concessioners stating the concessioners' intent to participate in the program;
- Will review and approve all guest contact information required by this policy;
- Will respond to all guest complaints or concerns raised about the program;
- Will make recommendations and consult with the Grants and Programs Committee of the National Park Foundation Board over disbursements from restricted funds;
- May recommend to the National Park Foundation that a local non-profit park support group that has a current agreement with the park receive funds to enhance its efforts on behalf of that park;
- Will ensure that a concessioner who chooses to participate in the program does so in accordance with this policy as well as all other pertinent laws, regulations, and policies;
- Will advise the Regional Director if a concessioner who chooses to participate in the program fails to operate the program in compliance with this policy as well as all other pertinent laws, regulations, or policies;
- Will submit an annual report to the Regional Director by October of each year that includes the accounting provided by the National Park Foundation on donations deposited and withdrawn from the restricted fund, an explanation of how funds received under this program were used, and any recommendations for changes to the program; and
- Will not delegate any management of this program to the park's concession office.

4. **Role of Regional Directors.** A Regional Director with one or more Lodge Guest Donation Programs operating in his or her region:

- Is responsible for program consistency within their region;
- Will take steps to bring into compliance a concessioner operating a program that is inconsistent with this policy, and failing that, recommend to the Director that

the concessioner be terminated from participation in the program and such other actions as may be appropriate;

- Submit to the Director in December of each year an evaluation of the program in that Region and recommendations for any modifications;
- Will ensure that all conflict of interest provisions and procedures are strictly adhered to.

5. Role of Associate Director - Partnerships, Interpretation and Education, Volunteers and Outdoor Recreation (PIEVOR).

The Director has delegated oversight of this national program to the Associate Director - Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation. All reports or communications that are to be submitted to the Director in compliance with this policy should be forwarded in care of the Associate Director - PIEVOR or their designee.

6. Role of the National Park Foundation.

- The point of contact and program official responsible for this program on the Foundation staff is the Vice President for Field Development;
- For monies collected in parks at which Superintendents have requested that funds be transferred to a local friends group, NPF will develop procedures for these monies to be transferred. The NPF will not charge any fees on monies collected and disbursed in these cases;
- For monies collected in parks for which NPF will act as the fund manager, NPF will establish a park-specific restricted fund and will develop a system to efficiently process recommendations made by the superintendent on expenditures from that fund. The NPF will charge an annual management fee in these cases. This fee will cover the necessary accounting, reporting, audit, investment management and administrative costs associated with the fund. The fee will be assessed monthly, based on the fund's current market value. In addition, money to pay for the fee charged by the mutual fund manager in which the funds reside until used will be charged against the monies available. This fee averages approximately .83% annually by prospectus. Management fees, based on market value, will be charged as follows:
 - \$0 to \$499,999 - 1.50% per annum
 - \$500,000 to \$999,999 - 1.25% per annum
 - \$1 million to \$1,999,999 - 1.00% per annum
 - Over \$2,000,000 - Negotiated with NPF based on the level of activity in the account.

In addition to the annual management fee, NPF will charge the fund for other direct costs related to fund transactions (e.g. bank charge, second check charge, etc.)

- NPF will prepare an annual accounting of the total funds received and disbursed in each park's account, including monies collected and passed through to a local friends group. NPF will not account for the use of monies after they are transferred to a local friends group. Reports will be submitted to each park superintendent;

- NPF will prepare an annual accounting of the entire program for submission to the Director, National Park Service and to the Board of Directors of the Foundation.

ATTACHMENT 1

STATEMENT OF PARTICIPATION GUEST DONATION PROGRAM

Name of Concessioner:

Park(s) Served (list all parks and the facilities in those parks that will participate in the program):

As the duly authorized representative of (_____), a concessioner in the park(s) named above, I have personally reviewed the requirements that govern the Guest Donation Program. (_____) wishes to implement a guest donation program at the facilities listed above in compliance with these requirements. Our company, represented by myself, realizes that its decision to participate in the Guest Donation Program will not influence the superintendent's evaluation of its performance under this or any subsequent concession agreements or contracts. (_____) recognizes that its failure to administer the program in accordance with these requirements will result in the termination of the program by the Director, National Park Service and such other actions as may be appropriate. Misuse of the funds collected by the concessioner is subject to all applicable federal and state laws including 28 USC 2514.

(_____) is establishing a restricted account to receive these donations at the National Park Foundation. (_____) recognizes that it must deposit 100% of all donations received in this account that is controlled by the National Park Foundation. It is also understood that the concessioner must provide the required notices to guests about this program. (_____) will provide at least five (5) working days written notice to the Director, National Park Service and the Park Superintendent if it chooses to withdraw from this program. In the event of withdrawal, all donations received must be deposited in the restricted account within 30 days.

(Responsible Official for the Concessioner)

Title

Date

Please send the original of this form to:

Director, National Park Service

Attn: Associate Director - Partnerships, Interpretation and Education, Volunteers and Outdoor Recreation

1849 C Street, NW

Washington, DC 20240

ATTACHMENT 2A

GUEST DONATION RESTRICTED FUND AUTHORIZATION FORM

Note: This form is to be used in when a concessioner desires to establish a Guest Donation Program and to set up a Guest Donation Restricted Fund with the National Park Foundation to receive such funds from a concessioner participating in the Guest Donation Program, and the Park Superintendent wishes to have the monies managed by the National Park Foundation.

Completion of this form by the participating concessioner and the park superintendent is required to establish and manage a restricted fund with the National Park Foundation.

1. Name of Fund:

2. Name and Address of Fund Creator (Concessioner):

3. Type of Fund: Restricted

(The NPF reports the Fund's activities on its audited financial statements, manages the investment and manages disbursements in consultation with the park superintendent.)

4. Purpose of the Fund: General Fund

(All monies received and earned including principal and interest will be spent for park purposes, excluding only those funds required for management fees by the National Park Foundation and fees charged by the mutual fund provider.)

5. Contributions to the Fund by the Concessioner: Contributions to the fund are made payable to the Fund named in paragraph 1, or to the National Park Foundation with the Fund specified on the check or in an accompanying letter.

6. Disbursements

The National Park Foundation in consultation with the Park Superintendent (or officially delegated staff) shall determine disbursements. Once recommendations are developed, they will be proposed in writing by the Foundation to the Superintendent for her/his approval. On receipt of written approval the Foundation will make the disbursements. Such disbursements shall not be made more than twice per year, unless exceptions are agreed to in writing between the Park Superintendent and the Chief Operating Officer of the Foundation.

7. Investment Portfolio

The Restricted Fund will be invested in the Vanguard Prime Money Market Fund, which is invested in cash funds and money market instruments. The National Park Foundation Board of Directors may, from time to time, make changes as it deems necessary or prudent to asset allocation guidelines. Such changes, if they apply to this portfolio, will also be made to this fund.

8. Management Fees

The National Park Foundation will charge fees for management of this fund as enumerated in Section 6 of the Standard Operating Procedures for the Guest Donation Program.

9. Authorization

All signatories to this form affirm by their signatures that they have read the form and the Standard Operating Procedures for the Guest Donation Program. All signatories affirm their understanding of the requirements of the program. The requirements are necessary to ensure scrupulous avoidance of conflict of interest or the appearance of conflict of interest in the management of both this program and concession contracts.

Signature of the Creator of the Fund (Concessioner) Date _____

I am aware of, and agree with, the establishment of a Guest Donation Program in the park of which I am Superintendent by

(insert name of Concessioner)
and verify that the requirements of the SOP will be met.

Signature of the Park Superintendent Date _____

ATTACHMENT 2B

GUEST DONATION RESTRICTED FUND AUTHORIZATION FORM AND DIRECT GRANT TO LOCAL FRIENDS GROUP

Note: This form is to be used when a concessioner desires to establish a Guest Donation Program and to set up a Guest Donation Restricted Fund with the National Park Foundation to receive such funds, and the Park Superintendent wishes to have the monies received granted from the National Park Foundation to a local friends group associated with the park.

Completion of this form by the participating concessioner and the park superintendent is required to establish the restricted fund with the National Park Foundation, and to direct transfer of monies deposited in such restricted fund to a local non profit friends group.

1. Name of Fund:

2. Name and Address of Fund Creator (Concessioner):

3. Type of Fund: Restricted

(The NPF reports the funds activities on its audited financial statements.)

4. Purpose of the Fund: Direct Grant to Local Friends Group

(All monies received will be immediately granted to the designated local park related nonprofit friends group designated on this form. All monies will be used for park purposes. No monies will be retained or used by the National Park Foundation.)

5. Contributions to the Fund by the Concessioner: Contributions to the fund are made payable to the Fund named in paragraph 1, or to the National Park Foundation with the Fund specified on the check or in an accompanying letter.

6. Disbursements

Disbursements by the National Park Foundation from the restricted fund to the local nonprofit friends group shall be made at least once per month whenever there is money in the account.

7. Management Fees

The National Park Foundation will charge no management fees on monies received and disbursed from this Fund.

8. Authorization

All signatories to this form affirm by their signatures that they have read the form and the Standard Operating Procedures for the Guest Donation Program. All signatories affirm their understanding of the requirements of the program, and that these requirements apply to monies transferred to a local nonprofit friends group. All signatories further understand and agree that no guest donation program may be operated by the concessioner unless the concessioner uses the National Park Foundation as the initial recipient of the donated funds prior to their disbursement to a local friends group. This requirement is necessary

to ensure scrupulous avoidance of conflict of interest or the appearance of conflict of interest in the management of this program, the business of the local friends' group and concession contracts.

Signature of the Creator of the Fund (Concessioner)

Date

I am aware of, and agree with, the establishment of a Guest Donation Program in the park of which I am Superintendent by

(insert name of concessioner)

and verify that the requirements of the SOP will be met. I request that the National Park Foundation, upon establishment of a restricted fund as directed above, arrange for the disbursement of all monies deposited into the fund to (enter full name and address of local nonprofit friends group) _____

Transfer of deposited monies will be made as indicated in paragraph 6 above. I also request verification of the establishment of the requested transfer process in writing to me from the National Park Foundation.

Signature of the Park Superintendent

Date

ATTACHMENT 3

SAMPLE LANGUAGE FOR REQUIRED GUEST NOTICES

Note: For parks with local friends groups that receive the funds through the National Park Foundation add phrases in [brackets] below.

At Check-in:

Oral:

"We are proud to participate in an easy way for guests to support _____. Please read this information and make a decision about the opportunity to donate \$1 per day of your stay here at _____(Name of park(s))."

Written - provided with key and other check-in materials:

"Dear Guest:

_____ is proud to offer our guests an opportunity to support
_____(Name of park) through the National Park Foundation and
_____(Name of local friends group).

Lodge Guests will have a \$1 per day, per room, voluntary donation added to their room bills. We deposit 100% of the donations received from our guests to the
_____(Name of fund), a fund that can only be used to support
_____(Name of park(s)). Through your generosity, projects like
_____(Examples of projects funded/to be funded with donations) can be accomplished.

Your support of this program is appreciated, but if you prefer not to participate, simply notify us at any time during your stay and we will remove this donation from your room account. *[Provide phone extension, a check-off card that can be left in the room or at the front desk or some specific means of indicating that they do not want to participate].*

Thank you and enjoy **your** National Parks!

In Room:

Lodge Guest Welcome Letter:

Welcome to _____. We want to make your stay with us as enjoyable as possible and stand ready to assist you at anytime during your stay. We will be pleased to help you explore the vast array of opportunities available here to learn, recreate, and experience this special place--one of **your** National Parks.

As the lodging concessioner for _____(Name of park(s)), we would like to acquaint you with a program in which we participate that enables our guests to directly support this park.

Working in collaboration with the National Park Foundation (the official national non-profit partner of the National Park Service) and _____(Name of local friends group), we offer our guests an easy way to contribute to the park through a **voluntary** \$1 per day, per room, add-on to your room bill. If you would prefer not to participate, please *[insert phone number or other specific action that they can take]*. We will gladly remove the donation from your bill. You can let us know when you check-in, at any time during your stay, or when you check-out.

All donations from this lodge are placed in a restricted account that can only be used to support activities and projects that benefit _____.(Name of park(s)).

Your donation added to those of others will result in a significant impact on the park. *[Include examples of project funded/to be funded through this program]*.

If you agree this is an easy way to make small gifts add up to something truly significant, then no action is required on your part. We will automatically add your individual donation, and it will be listed as a donation on your hotel bill. This donation is tax deductible.

If you would like to donate an additional sum, please let us know.

Thank you for supporting **your** National Parks!

At Check-out:

Front desk personnel will be instructed to present the bill to the guest for review, and if the guest has participated in the \$1 per day, per room, voluntary donation program, should say:

"We appreciate your donation to _____ (Name of park(s))."

Expansion of the Guest Donation Program

With the authorization of the Director, the Guest Donation Program may be expanded to non-lodging activities in the park on a strictly voluntary basis. These activities will be subject to the same guidelines in order to ensure the highest ethical standards are maintained. A request to the Director to expand the program should follow this template:

Memorandum

To: Director, National Park Service

Through: Associate Director, Partnerships, Interpretation, Education, Volunteers and Outdoor Recreation

From: Park Superintendent

Subject: Expansion of Guest Donation Program at (Park Name)

We would like to request approval to expand the donation program which is currently in effect at *<insert park name>* (through the National Park Guest Donation Program and the cooperation of our concessioner, (Concession Name)).

Provide information on the current program, the recipient of the funding, the amount generated, and what the funds are used for.

Describe the proposed expansion of the program. Identify what the funds will be used for and how visitors will be informed of the opportunity.

Chapter 7

7.0 [Corporate Campaigns](#)

7.1 [Corporate Campaign Agreements Undertaken in Association with the National Park Foundation](#)

7.1.1 Proud Partner Marketing Exclusivity

7.2 [Park-Based Corporate Campaigns](#)

7.0 Corporate Campaigns

A written agreement between the NPS, a park support organization and a corporate partner should be executed prior to initiation of corporate campaign activities.

Any agreement authorizing a corporate campaign must include the following and be reviewed by a Solicitor:

- Description of all promotional aspects: what they are, when they will occur, how often, for how long, and where they will occur (e.g., local newspaper, radio, television, mailings, etc.);
- Description of all promotional materials, with requirement for prior NPS review and approval of specific text, photos, etc., to ensure that the materials are factual and portray the support in a truthful and appropriate manner;
- Description of the amount of the support: the specific criteria, if any, for the donation (e.g., \$1 per pizza sold); any agreed upon use of the donated funds; a minimum or maximum donation; a payment schedule, if needed. (Note: The Better Business Bureau Philanthropic Advisory Service recommends that either a minimum guaranteed donation or the amount of contribution per purchase or per transaction be explicitly stated in the ad.)
- That the agreement can be terminated by either party with 30 days' written notice by one to the other.
- That the agreement is not exclusive. (Dave's Nursery cannot be, nor state in its ads that it is, the exclusive provider of native plants to the park. Other nurseries willing to agree to the terms Dave's Nursery has, and which are not otherwise precluded by law or policy from making a donation, can also donate plants and advertise the fact that they are doing so.

There is no prescribed format of the agreement, a local campaign may be authorized through a letter from the business to the park manager – or the park's nonprofit partner—addressing these terms and requiring the manager's signature to verify that the terms are agreeable.

The park manager must have the terms of the agreement reviewed by the Solicitors' Office and also seek approval of the regional/associate director, if required by the relevant delegation of authority.

Finally, park managers should understand the donation's relative *value to the park*, compared to the relative *value to the business* of advertising its donation. For instance, if Rapid Valley Bank & Trust plans to make a donation of \$500, but also proposes to buy prime-time television ads, and take out full-page ads in the Sunday edition of the local newspaper for the next six months, there may be more value than the company is willing to admit.

7.1 Corporate Campaign Agreements Undertaken in Association with the National Park Foundation

Corporate Campaign Agreement between the National Park Service and The National Park Foundation

I. Purpose:

This Agreement is entered into by the National Park Foundation (Foundation) and the National Park Service (NPS) for the purpose of establishing policies, principles and procedures governing corporate donation and fundraising agreements that grant corporate partners limited advertising and or marketing opportunities. It is required under Section 3.2(a) of the *General Agreement between the National Park Service and the National Park Foundation on Strategies, Policies and Procedures Governing Fundraising, Grant Making, Partnership Communications and Other Partnership Activities* (the General Agreement). This relates to all corporate campaign activities by the Foundation that reference NPS or NPS Programs including the “Proud Partners of America’s National Parks (Proud Partner).”

II. Background

Whereas, The United States Congress officially chartered the National Park Foundation in 1967 in order to encourage donations from individuals, foundations, and corporations to the National Park System.

Whereas, The Foundation is the only organization authorized by Congress to accept and receive gifts or donations for the NPS on a Service-wide basis and does not receive federal appropriations for its own operations.

Whereas, The Foundation and the NPS have worked as partners to continue the rich history of individual and corporate philanthropy associated with the National Park System since the early 1900s. Corporate campaigns have become part of that tradition and can serve to advance the mission and interests of the NPS. This agreement outlines procedures and policies to ensure that corporate campaigns meet NPS and Foundation standards, are of value and interest to the American people, and protect the integrity and the image of the National Park System and the Foundation.

NOW THEREFORE, the parties agree that:

III. Definitions/Features of Corporate Campaigns

- A. Corporate campaigns or cause-related marketing programs differ from philanthropic donations in their use of advertising and marketing activities.
- B. Corporate campaigns, sometimes referred to as cause-related marketing, attempt to:
 - 1. Associate the interests of corporations with the mission and goals of the NPS and/or the Foundation;

2. Raise public awareness about the breadth, depth and importance of the National Park System;
3. Generate a sense of connection between the public and the national parks;
4. Build the public's sense of ownership and pride in the national parks;
5. Engage the public in support of parks;
6. Build goodwill with a corporate partner's customers by demonstrating the corporation's support for, and association with, the Foundation, the NPS and/or the National Park System.

C. The term "advertising" means the use of paid media designed to promote a business, product, service, or enterprise, e.g., paid newspaper, magazine, radio and television ads.

IV. Principles Governing Corporate Campaigns

- A. All corporate campaigns proposed by the Foundation and authorized by NPS will conform to the following criteria and principles:
1. The corporate campaign is consistent with the purpose, mission and goals of the NPS as well as applicable laws, regulations and policies, including, in particular NPS Director's Order 21 as amended, supplemented, or superseded;
 2. Marketing or advertising activities associated with a corporate campaign shall not state or imply an endorsement by the NPS of any business, product, or service;
 3. A written agreement among the NPS, the Foundation and a corporate partner will be executed prior to the initiation of corporate campaign activities unless the Foundation and the NPS mutually determine that other written documentation is sufficient;
 4. Corporate campaign agreements must specify when entities such as subsidiaries or affiliates are to be included within the authorized corporate campaign activities.
 5. Consistent with NPS regulations and policies, no advertising or marketing may occur within park unit boundaries. This does not preclude authorized donor recognition activities.
 6. NPS may request that the Foundation suspend or terminate a corporate campaign agreement, if it determines that campaign agreement, as implemented, compromises Department of the Interior or NPS policies

V. NPS and Foundation Review and Approval of Campaigns

A. In general, the Foundation shall submit all materials developed in conjunction with a corporate campaign and intended for public release to the NPS Partnership Office (NPO) for review and approval. The NPS will review materials to ensure that corporate campaigns avoid historical or other factual inaccuracies and that they are consistent with applicable NPS agreements, laws, policies and procedures. Corporate campaign materials to be submitted for review include, but are not limited to:

1. Materials that refer to the NPS or NPS programs;
2. Campaigns which feature a donation of a percentage of the sale of a product or service to the Foundation for the benefit of the National Park Service; or
3. Campaign activities not contemplated in an approved corporate campaign agreement or amendments to an existing corporate campaign agreement.

B. The NPS will use its best efforts to review and approve campaign materials intended for public release within five business days, and to consider expedited requests for review.

C. Permission to conduct in-park campaign related activities, including tours, must be requested initially through the NPS Key Official and then the respective park Superintendent, or other NPS officials, as appropriate. Some activities within park units may require issuance of a Special Use Permit (SUP) by NPS. The Superintendent of the affected park unit may impose, consistent with NPS' regular practices, insurance, bonding and/or other appropriate conditions and requirements in the SUP.

D. Corporate campaigns may not include photographs or visual representations of the NPS arrowhead symbol, uniformed employees of NPS or portions of the official NPS uniform, unless specifically approved in advance by NPS. The Foundation will monitor the use of its trademarks and other intellectual property rights.

VI. Vetting of Corporate Company Partners

Pursuant to Director's Order 21 and Department of the Interior policy, the NPS may not accept donations, either directly or through the Foundation that may give rise to an appearance of a loss of integrity or impartiality, or otherwise reduce public confidence in the NPS or the U.S. Department of the Interior. Therefore, using best professional standards the Foundation will work closely with the NPO to ensure that all requirements with respect to vetting the potential selection of corporate campaign partners and benefits are consistent with the applicable provisions of NPS Director's Order 21.

VII. NPS/Foundation Communication and Program Management Procedures

A. The Foundation will:

1. Designate a "Corporate Partnership Manager" to facilitate all aspects of a particular partnership including review of proposals, site visits and the implementation of grants, and to coordinate specific partnership matters with the NPO;
2. Facilitate and support promotional and public relations events related to corporate campaigns, ensuring timely NPS Region, Park Superintendent and NPO notification and review;
3. Manage partnership grants, including competitive grant programs where applicable;
4. Notify corporate partners of, and monitor compliance with, all applicable NPS policies and procedures as communicated in writing to the Foundation by the NPS.

B. The NPS will:

1. Communicate concerning corporate campaign activities to the NPS regions and the field at least quarterly via such means as Inside NPS, the NPS Partnership Council, NLC meetings and additional communications as appropriate;
2. Determine whether any proposed donations, in cash or in-kind, resulting from a corporate campaign will meet the needs of the NPS;

3. Ensure that accepted donations are used for the purpose for which the donation was made, consistent with law, regulations, and NPS policies.

VIII. Donor Recognition

In consultation with the NPS, the Foundation will facilitate appropriate donor recognition for a partner consistent with NPS policies and regulations. NPS donor recognition statements, press releases, etc., may be included in marketing campaign materials.

IX. Proud Partner of America's National Parks

- A. Proud Partners are a special category of corporate partners who have joined with the Foundation and the NPS to connect National Parks to all Americans.

1. Use of the NPS Arrowhead Symbol

The NPS authorizes the Foundation to sublicense the NPS arrowhead mark for use by Proud Partners in furtherance of their respective Proud Partner agreements. In this regard, each license shall include terms consistent with the following:

- a. The Arrowhead may be used by the Proud Partner corporation solely for activities consistent with the terms of this Agreement and the respective agreements among the NPS, Foundation and Proud Partner corporation;
- b. Arrowhead use must be consistent with all requirements of the documents referenced in Section XIII of this Agreement;
- c. Prior to NPS authorization, text, design, and layout of all materials incorporating the Arrowhead will be reviewed for consistency with *The Proud Partners of America's National Parks Standards for Graphic Identity and Applications*. This document is to be developed pursuant to Section X. of this Agreement.

B. Exclusivity

1. Proud Partners have the opportunity to inform the public through national marketing and advertising activities that they are assisting the Foundation and the NPS in meeting the needs of the National Park System. A Proud Partner agreement affords a corporate Proud Partner industry "exclusivity" at the national marketing level for a product or service category. This means that once a Proud Partner agreement is executed, no other nationwide corporate campaign agreements may be executed for corporate partnerships in the specified Proud Partner's product or service category. NPS only offers exclusivity through a Proud Partner relationship.
2. Unless otherwise excepted in Article IX.C. below, if the corporate partner's business involves a product or service for which exclusivity has been afforded to a Proud Partner, NPS will not execute a corporate campaign agreement permitting national, state, or regional press events or promotions, including internet-based activity, that publicize donations and park partnerships.

C. Exceptions to Exclusivity

1. Where a corporate partner's business includes a product or service for which exclusivity has been afforded to a Proud Partner, NPS may execute a corporate campaign agreement that authorizes the use of paid and unpaid marketing and advertising activities in the local market in which the partnership exists. For the purpose of this Agreement, the term "local market" means the metropolitan area immediately surrounding or adjacent to the park unit. If the area surrounding the park unit is sparsely populated the metropolitan area will be determined through consultation between Foundation and NPS but will generally not exceed a 150-mile radius measured from the boundary of the park.
2. Where NPS or an NPS support organization wishes to enter into a cause related marketing agreement with a corporate partner whose business does not include products or services that fall within the areas of exclusivity authorized for a Proud Partner, after consultation with the President of Foundation, the Director may execute a corporate campaign agreement authorizing a corporate partner and / or an NPS support organization to inform the public about a partnership and resulting contributions to parks through paid media activities directed at state, regional or national audiences.
3. In the event NPS, the Foundation and a corporate partner execute a new Proud Partner agreement that occupies a product or service category occupied by another partner under a corporate campaign agreement entered prior to the effective date of the new Proud Partner agreement, that corporate campaign may continue only until the end of the existing term of that agreement.
4. Because the Statute of Liberty-Ellis Island Foundation's (SL-EIF) and Save Ellis Island (SEI) fundraising activities, including cause-related marketing, predate the initiation of the Proud Partner program, the exclusivity provisions of this Agreement shall not be construed to require NPS to modify any current or future SL-EIF or SEI fundraising activities.

D. NPO Exclusivity Enforcement

1. The NPO will use due diligence, based on information provided by park units, NPS support organizations, the Foundation and corporate partners, to determine whether any proposed or executed, paid or unpaid media activity is consistent with this Agreement. This may consist of one or more philanthropic gifts by a corporate partner that are in an existing Proud Partner's business, product or service area in one or more parks and/or regions. If it is determined that NPS authorized corporate campaign or promotional activities in error, or that corporate campaign activities will violate provisions of this Agreement, the exclusive remedy for the Foundation and the Proud Partner is that the NPO will require the park(s) to cease inappropriate paid or unpaid promotional activity immediately. Upon notification of inappropriate promotional activity, the NPS will act to terminate such activity with these actions:
 - a. The NPO will contact the park or parks to determine the nature of the corporate campaign activities;

- b. The NPO will work with the NPS parks(s), NPS support organizations, corporate donors, and other relevant parties to cease the corporate campaign activities within 5 business days;
- c. If after 5 business days the matter has not been resolved, the Associate Director for Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation will send a cease and desist letter to the corporation copying the Foundation key official.
- d. The NPO will notify the key official of the Foundation when it receives any response regarding the corporate campaign activities from the corporate partner in question.

X. NPS/Foundation Proud Partner Management and Communication Procedures

- A. The Foundation shall obtain approval of the Director for consideration of new Proud Partners;
- B. The Foundation shall provide Proud Partner proposal packages to the NPO for approval. The package shall contain a detailed description of the proposed Proud Partner program and activities, including proposed partner contributions, programmatic emphasis, and benefits that would be provided to NPS, the Foundation and the potential Proud Partner;
- C. The Foundation shall organize and the NPS shall participate in Proud Partner meetings on a regular basis;
- D. The NPS and the Foundation will finalize the Proud Partners of America's National Parks Standards Manual for Graphic Identity and Applications within 120 days of execution of this Agreement;
- E. The NPS and the Foundation are jointly committed to communication and education activities that will serve to inform the NPS field and regional employees about the relevant aspects of the Proud Partner program especially with regards to exclusivity restrictions. This will include, but will not be limited to, Foundation participation in satellite broadcasts by the NPS and Foundation participation with the NPS in relevant conferences, briefings or meetings with NPS field employees;
- F. The Foundation shall provide an opportunity for the Secretary of Interior and/or the Director of the NPS, as members of the Board of the Foundation, and/or their designees to review any material documents to ensure the documents are consistent with this Agreement. Upon request, the NPS shall provide written certifications of consistency, based on these reviews, to the Chairmen and Ranking Minority Members, respectively, of the House Appropriations Subcommittee and the Senate Appropriations Subcommittee.

XI. Other Fundraising by the Foundation

Agreements with individuals, foundations, corporations or others that do not reference NPS or NPS Programs are not subject to the requirements of this Agreement. The Foundation has a responsibility to assure that these activities are consistent with the

Foundation's charter and will not interfere with NPS programs or reflect poorly on the National Park System.

XII. Audits

A. The Foundation will provide NPS as well as the Chairman and Ranking Minority Member of the House Appropriations Subcommittee on Interior, Environment and Related Agencies ("House Appropriations Subcommittee"), and the Chairman and Ranking Minority Member of the Senate Appropriations Subcommittee on Interior, Environment and Related Agencies ("Senate Appropriations Subcommittee") with 1) annual audited financial statement conducted by an independent public accounting firm; and 2) relevant portions of the Management and Board of Director's Letter which identifies financial and management issues of concern. The Foundation will require corporate partners, including Proud Partners, to represent, in writing to the Foundation, the assigned value of any in-kind donations during each of the Foundation's fiscal years for which an agreement is in effect. The Foundation will make IRS Form 990 equivalent financial information available to the public.

B. The value to the NPS of in-kind contributions made to the Foundation shall be reflected in the annual report of the Foundation. The Controller of the NPS in consultation with the senior finance executive of the Foundation will determine this value. Value will only be assigned to items that provide a direct benefit to the mission of the Service, contribute to the goal of a specific, existing NPS park or program and are recognized as priorities of NPS. Generally, the value will be based on the cost of comparable goods or services that NPS has acquired or could acquire through GSA schedules or open market competition. In addition to this, the Foundation's annual report will include in-kind contributions made to support its own operations, communications, or development activities.

XIII. Authority and Relevant Documents

- A. NPS enters this Agreement pursuant to authority provided by 16 U.S.C. §§ 1-3, 6. The Foundation enters this Agreement pursuant to authority provided by 16 U.S.C. §§ 19e-o;
- B. The following is a non-exclusive list of additional laws, policies, and agreements also applicable to this Agreement. As changes are made in these various authorities in the future, with appropriate written notice from NPS, those changes will be applied by the Foundation in implementing this Agreement:
 - 1. NPS Director's Order 21 regarding Donations and Fundraising, and associated documents. DO 21 includes, in part, direction regarding NPS personnel authorized to review and approve activities contemplated under this Agreement;
 - 2. The General Agreement;
 - 3. Federal laws and regulations pertaining to ethics, including 18 U.S.C. §§ 208; 1913; 5 C.F.R. §§ 2635.502, 2635.702(c), 2635.808;

4. NPS regulations, including 36 C.F.R. §§ 1.6, 2.50, 2.52, 2.62, 5.1, 5.3;
5. NPS Management Policies 2001, including § 9.6.

XIV. Key Officials

- A. The personnel specified below, with their successors, shall ensure coordination and communication between the parties to this Agreement for the work to be performed. Upon written notice, a party may designate an alternate to act in the place of the designated key contact:

For the National Park Service:

Christopher K. Jarvi, Associate Director
Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation
National Park Service
1849 C. Street, NW
Room 3127
Washington, D.C. 20240-0001
(202) 208-6954
christopher_jarvi@nps.gov

John Piltzecker
Chief, NPS Partnership Office
National Park Service
1849 C Street, NW
Washington, DC 20240
202-354-2150
john_piltzecker@nps.gov

For the National Park Foundation:

John Reynolds
Executive Vice President, Park Grants and Strategic Alliances
National Park Foundation
11 Dupont Circle, NW Suite 600
Washington, DC 20036
202-238-4200
jreynolds@nationlparks.org

- B. For purposes of review by the Secretary of the Interior and the Director of any agreements or other material documents, the designee for the Secretary of the Interior will be the Deputy Associate Solicitor, Division of Parks and Wildlife, and the designee for the Director, National Park Service will be the Associate Director Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation. If these designees are unable to fulfill their duties, the Secretary or Director will inform the Foundation prior to selecting additional designees.

XV. Term

This Agreement will become effective upon signing by all parties, and unless otherwise extended by the parties in writing, will continue for five years from the date of execution by the last signatory hereto.

XVI. Termination

Any party may terminate this Agreement with sixty-days (60) written notice.

XVII. Additional Provisions

- A. Appropriations: Nothing contained in this Agreement shall be construed to obligate the Department of the Interior or the United States to any current or future expenditure of funds in excess, or in advance, of the availability of appropriations from Congress nor does this Agreement obligate the Department of the Interior or the United States to spend appropriated funds on any particular project or purpose, even if funds are available.
- B. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all laws, regulations and policies governing NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in the Agreement shall be construed as in any way impairing the general powers of NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies.
- C. Merger: With the exception of documents referenced in this Agreement, this Agreement contains the sole and entire agreement of the parties on the subject matter hereof. No oral representations of any nature form the basis of or may amend this Agreement. This Agreement may be extended, renewed or amended only as agreed to in writing by NPS and the Foundation. This Agreement replaces all prior agreements addressing corporate campaigns, the most recent of which was dated November 12, 2004.
- D. Modifications and Waiver: All modifications to this Agreement shall be in writing and shall be signed by the Foundation and NPS and shall be numbered and affixed to this Agreement as amendments. The waiver of any provision of this Agreement must be express and in writing.

Vin Cipolla
President and CEO
National Park Foundation

Date: _____

Fran Mainella
Director
National Park Service

Date: _____

7.2 Park-Based Corporate Campaigns

Is it Philanthropy or a Corporate Campaign?

The following items will help a park manager assess an offer of corporate support:

- a) Did the call originate from the corporate marketing division or a marketing, advertising or public relations firm engaged by the corporation?
- b) Will there be **any** advertising, marketing, promotion or public relations pertaining to the donation? If so, is it part of a state, regional, national campaign? A “national” campaign is one where the company:
 - Proposes to advertise or market its support of that park beyond the local community surrounding the park;
 - Proposes to advertise or market its support of more than one park or the national parks generally;
 - Has outlets, franchises, offices, stores, plants, etc. in areas outside the local community, if so does the marketing proposal include these places;

If the answer to either a) or b) is yes, the proposed support would be through a corporate campaign.

7.2(b) State, Regional, or National Area Marketing and Advertising Outside Proud Partner Categories

The request for Director’s approval of a national corporate campaign proposal must be submitted in writing through the appropriate regional director and include, at a minimum, the following information:

- The name of the corporation and the date it was submitted for vetting;
- The nature (cash, in-kind), amount (guaranteed minimum or maximum), and purpose of the proposed donation;
- The duration of the agreement governing the partnership and the proposed marketing relationship;
- The placement and nature of the advertising and marketing elements and the general points likely to be developed into media goals;
- The NPS point of contact responsible for reviewing and approving the promotional materials; and
- The name of any nonprofit partner involved in the proposal.

Chapter 8

8.0 Fundraising by Outside Entities

8.1 [Thresholds and Agreements](#)

8.1.1 [Model Basic Fundraising Agreement](#)

8.1.2 [Model Comprehensive Fundraising Agreement](#)

8.2 Contents of Fundraising Agreements

8.3 [Determination of Feasibility for Fundraising Success](#)

8.4 [Fundraising Plans](#)

8.5 Review of Contributions

8.6 Fundraising Costs

8.7 Endowments

8.1 Thresholds and Agreements

This Reference Manual contains two model agreements that are designed to assist NPS staff in crafting fundraising agreements. These model agreements are not templates in which to fill in the blanks. NPS staff and partners should use the model agreements to craft agreements based upon the circumstances specific to a project or fundraising effort. These model agreements and their uses are described briefly below.

The model Comprehensive Fundraising Agreement (CFA) is a tool for crafting fundraising agreements that involve significant thresholds or actions such as: 1) a fundraising goal in excess of \$100,000.00; 2) donation of construction in a park; or 3) the establishment of an endowment. In most instances, these agreements will be with long-standing park partners and will be in effect for multiple years. The CFA is intended to help drafters identify clauses that could be included in their fundraising agreement. In addition, the model agreement contains some standard clauses that in most cases must be included in new agreements. Standard clauses are *italicized*, bold, and where appropriate explained in the body of the CFA.

In contrast to the CFA, the Basic Fundraising Agreement (BFA) is designed to expedite low dollar value (de-minimus), short-term, fundraising campaigns with occasional park partners. De-minimus fundraising activities are those intended to raise contributions valued up to \$100,000.00 either in cash or in in-kind goods or services. Partners authorized to raise funds and make philanthropic donations using a BFA may be individuals, organizations, or even businesses (see also Section 7 of Director Order #21 regarding corporate donation activities). The BFA cannot be used to authorize partner construction of facilities within park units. Construction is authorized pursuant to a separate agreement or permit. Additionally, the BFA will generally not authorize fundraising to establish an endowment. Endowments must be authorized separately. However, a BFA may authorize a partner to raise funds for an existing NPS approved endowment.

8.1.1 Model Basic Fundraising Agreement

Basic Fundraising Agreement

1. Part I. Instructions

A. What Does This Agreement Do and What Doesn't It Do?

The National Park Service (NPS) is the grateful recipient of philanthropic support from many individuals, organizations, and businesses. This Agreement authorizes individuals and entities to fundraise for the benefit of NPS. For purposes of this agreement the term “fundraising” and derivatives thereof means seeking donations of money, goods, or services for the benefit of NPS.

This document is intended to expedite the approval of fundraising proposals with a total annual fundraising goal of between \$2,500.00 and \$100,000.00. No agreement is necessary for fundraising totaling below \$2,500.00 annually.

Once completed, this document should provide the NPS with sufficient information to evaluate an applicant's fundraising proposal. Additionally, if signed by both parties this document guides all fundraising activities described therein.

A Basic Fundraising Agreement (BFA) may authorize a partner to raise funds for an existing NPS approved endowment but a BFA will generally not authorize fundraising to establish an endowment. Endowments must be authorized separately. Additionally, a BFA may not authorize a partner to construct facilities for NPS within parks. Construction is authorized pursuant to a separate agreement or permit.

B. Who May Use this Agreement?

Individuals and Organizations Lacking Non-Profit Status: This agreement may be used by individuals and organizations, that lack non-profit status under state and federal law, and that propose raising money, goods, or services for the benefit of NPS in amounts totaling between \$2,500.00 and \$100,000.00 annually.

Businesses: Businesses may use this agreement to raise money, goods, or services for the benefit of NPS in amounts totaling between \$2,500.00 and \$100,000.00 annually. All donations must be strictly philanthropic - that is they are not used as part of a campaign to publicly promote the business, its products, or services. For purposes of this agreement, a typical business could seek contributions from employees, subsidiaries, or affiliates, but not from the general public or the businesses' customers. NPS has policies in place addressing fundraising and donation activities of businesses seeking to advertise their association with the NPS to the general public. Please consult NPS officials and or Section 7 of NPS Director's Order #21 for additional information:

<http://www.nps.gov/policy/DOrders/DO21-reissue.html>.

Non-profit Park Support Organizations: This form may be used by non-profit organizations formed solely or primarily to assist the NPS (e.g., traditional NPS friends groups or cooperating associations) that propose raising money, goods, or services for the benefit of NPS in amounts totaling between \$2,500.00 and \$100,000.00 annually.

C. How is this Form Agreement Executed?

Please fill out all information in **Part II** and mail the entire document to the Superintendent of the park unit for which the applicant wishes to raise funds, goods, or services. **Do not sign the agreement prior to mailing!**

The Superintendent will review the application/fundraising proposal to ensure that it is consistent with law, and NPS policies and program priorities. Upon the conclusion of this review, the Superintendent will either: 1) sign the fundraising agreement; 2) sign the agreement after adding additional terms; 3) request additional information; or 4) return the agreement with a letter explaining why the agreement could not be signed.

If the Superintendent returns the agreement signed, the applicant shall review **Part III.B.5.** for additional terms or clarifications that the Superintendent may have included. If the applicant agrees to all terms or clarifications the applicant shall sign and date the Agreement and mail it by way of registered mail to the Superintendent. **Please do not modify the agreement after the Superintendent has signed it. Any such modification will void the agreement.** Contact the Key Official identified by the Superintendent in **Part III.B.4.** of the agreement if there are any questions or concerns regarding the agreement.

Part II. Background Information:

Please use the spaces provided below to type or print the information requested. Additional pages may be attached to this form/agreement if necessary.

- A. Name and address of the individual, organization or business applying to fundraise for the benefit of the National Park System.

- B. Name of the applicant's key point of contact for this agreement? Please include the key contact's name, title, address, telephone number, fax number, and e-mail address.

- C. How will funds be raised?

- D. How will funds be expended or used?

- E. What is the fundraising goal? For example, how much money is intended to be raised and/or what goods or services are being sought as donations?
- F. If fundraising for a specific project, e.g., a park shelter, restoring a structure, creating an exhibit, creating a park interpretive program, etc., will the funds, goods, or services raised be sufficient to undertake and maintain the project or will additional resources be needed. If additional resources will be needed what are they and how are they to be acquired?

- G. Is the applicant recognized as non-profit by the Internal Revenue Service?

Yes _____

No _____

- H. Is the applicant: 1) doing business or seeking to do business with the Department of the Interior, NPS, or another Department of the Interior bureau, 2) litigating with the Department of the Interior, NPS, or another Department of the Interior bureau, or 3) regulated by the NPS or another Department of the Interior bureau?

Yes _____

No _____

If the answer to any of the above questions is yes please explain.

- I. How will donors to the project be recognized for their contributions?

Part III.

Fundraising Agreement Terms

A. Upon execution of this agreement the applicant, agrees:

1. That no more than 20 percent of funds raised may be used to pay for actual overhead costs incurred in fundraising. Additionally, any fundraising consultants and staff, if compensated, will be paid a salary or flat fee as opposed to a commission.
2. Not to state or imply Department of the Interior, NPS's, or Government employee endorsement of you, your organization or your business, or any business product or service including those of your donors.
3. That all funds raised will be deposited in a federally insured bank account and will be used for the purposes described in this agreement. Further, if funds raised for the benefit of NPS are commingled with other Partner funds they will be accounted for separately and all records will be made available to NPS upon request. Alternatively, upon completion of all fundraising activities under this Agreement funds may be provided directly to NPS for deposit in a Government account to be used solely for the purposes of this agreement.
4. To inform potential donors that funds raised may be directed by the NPS to other park projects if the funds cannot be used for their intended purpose.
5. To inform potential donors of the tax implications of their donations to the extent required by state and Federal law.
6. That unless expressly agreed to by NPS in **Part III.B.6.** of this Agreement, nothing in this agreement is intended to require NPS to expend any appropriated funds on any matter related to this Agreement. If NPS has agreed to expend appropriated funds under this Agreement, nothing contained in this Agreement shall be construed to obligate the Department of the Interior or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress. Nor does this Agreement obligate the Department of the Interior or the United States to spend funds on any particular project or purpose, even if funds are available.
7. Not to seek appropriations from Congress to support any ongoing or proposed activity or project relating to the subject matter of this Agreement or sub-agreements hereto, including without limitation federal appropriations for construction, renovation, property acquisition, leasing, administration or operations. Nothing in this paragraph is intended to preclude applying for and obtaining a competitive or non-competitive grant of federal financial assistance from a federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress; nor will this paragraph be construed as NPS requesting, authorizing or supporting advocacy before Congress.

8. Not portray either Congress or the NPS as having failed to meet their responsibilities to fund NPS operations.
9. Not accept donations for the benefit of NPS that associates NPS with alcohol or tobacco products.
10. Not accept donations for the benefit of NPS from NPS concessionaires unless approved in writing by NPS.
11. Recognize donors consistent with the park's donor recognition plan (Attachment A).
12. Obtain written approvals or permits for in-park activities associated with this Agreement.
13. Prior to accepting any single donation of \$50,000 or more or a series of donations valued at \$50,000 or more from a single donor, contact the NPS Key Official so the NPS can review the donation and determine whether it is appropriate for NPS to accept the donation.

B. The NPS agrees:

1. To provide a description of how NPS will recognize donors, including the applicant, for donations made pursuant to this Agreement.
2. To the extent practicable, to provide materials and or NPS staff to explain activities that may be funded through this Agreement.
3. To consider requests to conduct in-park activities intended to further the goals of this Agreement and to issue approvals when appropriate.
4. Review proposed donations of in-kind goods and services to ensure that they meet NPS needs, requirements and specifications.
5. To provide an NPS Key Official to assist in implementing this Agreement. The Key Official currently assigned to this Agreement and corresponding contact information follows:

6. Additional Terms and Clarifications:

C. Term and Termination:

This agreement will terminate one year from the date it is signed by both parties unless terminated earlier by either party for convenience. This agreement may be extended by NPS, in writing, for an additional term of one year. Upon termination all goods and funds raised to benefit the NPS, less acceptable costs incurred in fundraising, will be provided to NPS.

Part IV. Signatures

_____ Date _____
Name: _____
Title (if applicable): _____
Organization/Business (if applicable): _____

_____ Date _____
Superintendent's Name: _____
NPS Unit: _____

8.1.2 Model Comprehensive Fundraising Agreement

Please see <http://www.nps.gov/partnerships/agreements.htm> for the Model Comprehensive Fundraising Agreement

8.3. Determination of Feasibility for Fundraising Success

The feasibility study evaluates the readiness of an organization (both the park and the nonprofit support partner) to undertake the proposed fundraising effort, the willingness of potential donors to support it, and the likelihood of success. It is conducted by a consultant or campaign counsel and can take three to six months to complete. The feasibility study typically includes an assessment of the following:

- **Credibility:** Do prospective donors have confidence in the mission, programs and leadership of both organizations?
- **Case for support:** Is there a clearly articulated reason for giving and do potential donors understand it?
- **Prospect base:** How many prospective donors can be identified? Are these highly cultivated relationships that are eager to support the campaign? Are there enough prospects with the ability to give at the levels needed to reach the goal?
- **Campaign leadership:** Is a group of highly influential and committed volunteers in place?
- **Institutional readiness:** Are the organization's systems in place to support the day-to-day business of running a fundraising effort? Is the park staffed to support the partnership?
- **Fundraising environment:** What external factors might influence the campaign's success?

Feasibility studies would continue to be required for projects over \$1 million with the option for a partner to request a waiver submitted to the Director through the National Partnership Office. Assessment of waiver requests is based on the experience of the partner in fundraising efforts of the magnitude proposed and the experience of the superintendent and park staff in executing the type of project contemplated.

8.4 Fundraising Plans

The fundraising plan considers organizational, philanthropic and societal issues that may impact fundraising, outlines financial goals and strategies and presents budgets and timelines. The fundraising plan should generally include the following information:

- The goal of the effort;
- A description of the campaign's relationship to the mission/strategic plan of the nonprofit fundraising partner organization;
- A description of the results of the feasibility study (if applicable);
- The target audience or market;
- Fundraising and solicitation strategies;
- Cultivation and socialization plans;
- Composition of the campaign committee (the "campaign committee," formed of board members and volunteers, leads and manages the fundraising effort);
- Identification of the NPS role (including the role of the superintendent, senior staff, other NPS employees);
- Acknowledgement and reporting requirements;
- Donor Recognition (may reference a Donor Recognition Plan);
- The timeline;
- The fundraising budget and financial plan; and
- Benchmarks and evaluation procedures/deadlines.

The National Partnership Office must be notified if the partner anticipates the solicitation of entities holding or seeking concession contracts during the fundraising effort. The National Partnership Office will notify the WASO Concessions Office of the intent and coordinate a formal consultation with the Park, Region, and WASO to determine whether such a solicitation is appropriate.

In addition, should the partner anticipate soliciting contributions from companies which would result in associating the NPS with the manufacture or sales of alcohol or tobacco, the National Partnership Office must be notified. The notification should explain the nature of the solicitation and the donor recognition that will be accorded to the donor.

Chapter 9

9.0 Construction – Partnership Construction Projects

9.0 Partnership Construction Process

Construction of facilities in the National Park System is primarily accomplished with appropriated funds. However, various construction projects throughout the system have been built at least in part utilizing donated funds. Construction projects undertaken with donations are considered “Partnership Construction Projects” and are further described in this section and on the NPS Partnership web site: (www.nps.gov/partnerships/capital_campaigns.htm).

Partnership construction projects are evaluated using the same criteria as those used for appropriated funds. They must:

- (a) Be for a previously identified priority, consistent with general management plans and support the NPS’ mission;
- (b) Be included in the NPS five-year capital plan if any appropriated funds are to be used for the project;
- (c) Be sustainable over time in terms of maintenance and operations.

Section 9.1 of NPS Management Policies contains additional information on construction and facility planning and design. Additional guidance on NPS construction is available from the Regional Construction or Facility Management contacts, the WASO Office of Construction Management, and the Denver Service Center.

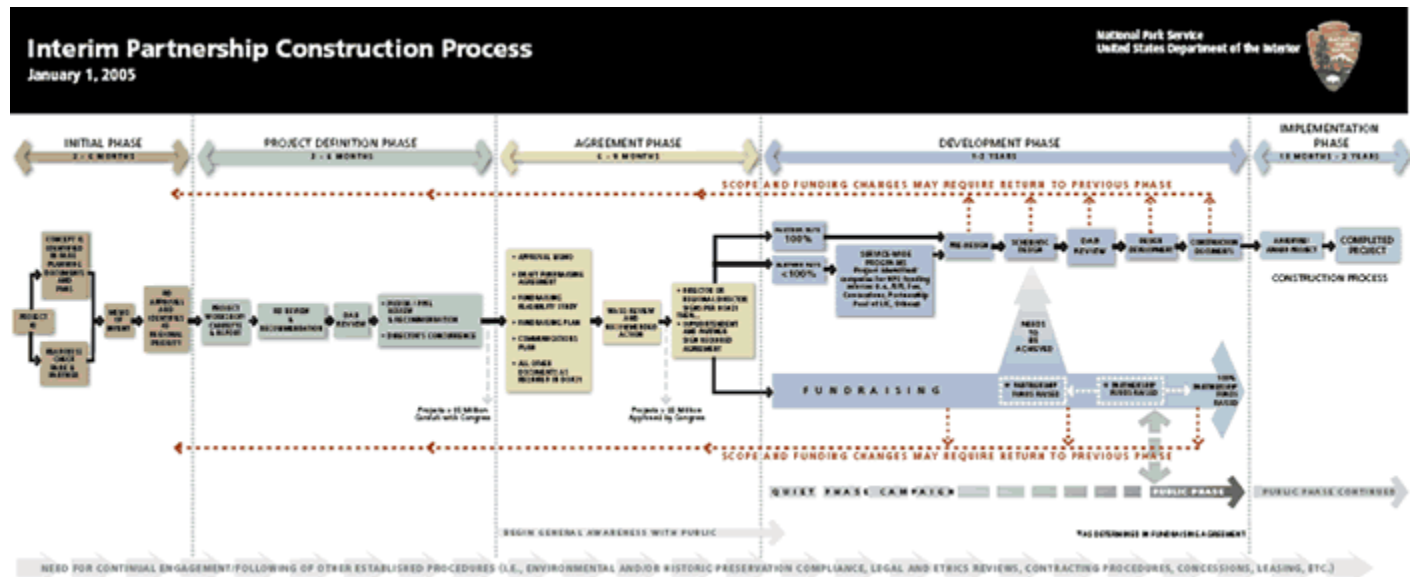
The Partnership Construction Process is a five-phase process that is designed to guide a partnership project from its initial conception through project definition and development, to implementation. Partnership Construction Projects are reviewed and approved through the process as generally described in the Partnership Construction Process flowchart and checklist (see below). The five phases of the process are:

1. Initial Phase: Project is generally defined and determined a park priority and appropriate for fundraising. A partner is agreeable to work on the project and the project is a priority of the appropriate region.
2. Project Definition Phase: In depth definition and project scoping. Regional Director reviews and recommends. Development Advisory Board (DAB) reviews (over \$500,000), WASO review and recommendation. Projects over \$5 million reviewed by Congress for appropriateness.
3. Agreement Phase: Requirements of DO 21 addressed. WASO review and recommendation. Congressional review of projects over \$5 million. Director and/or Regional Directors approve and sign appropriate agreements.
4. Development Phase: Fundraising undertaken by partner, project plans and specifications developed for project either by NPS or partner depending on agreement, DAB review and final approval.
5. Implementation Phase: Project constructed.

For partnership construction projects valued in excess of \$5 million the Partnership Construction Process calls for two reviews by Congress of those projects. The first review is at the end of the

Project Definition Phase and is intended to make Congress aware of a project the NPS is considering and to determine if Congress believes it is appropriate. If Congress raises no objections at this point the NPS then moves into the Agreement Phase of the project. During the Agreement Phase the NPS and the partner determine the feasibility of both parties and the philanthropic community to undertake the project. If the NPS and partner determine the project is feasible it is then submitted to Congress for a second review and concurrence of the project. Until Congress concurs, the NPS may not proceed with the partner. Congress will only be forwarded those projects that have been determined by the Regional Directors and the Washington Directorate to be feasible based upon the degree to which they comply with the criteria discussed above.

The Partnership Construction Process provides valuable guidance for all partnership construction projects irrespective of their dollar value. The process is mandatory for all such projects with an estimated cost of \$500,000 or more. The Partnership Construction Process is intended to create common expectations between the NPS and its partners and ensure that projects are properly scoped, meet critical mission needs, and can be operationally sustained. Regional Directors are responsible for ensuring that partnership construction projects in their respective regions follow the phases of the Partnership Construction Process.



CHECKLIST FOR PRIVATE-PUBLIC PARTNERSHIP CONSTRUCTION PROJECTS GREATER THAN \$500,000 BY PHASES OF DEVELOPMENT

The following represents a list of criteria that should be addressed before the Director will approve a private-public^{[11](#)} partnership construction project.

INITIAL PHASE

1. The project is a desired priority for the park, and as such, is included along with the park's other non-recurring needs in PMIS. If not presently identified in PMIS, the project must be entered into PMIS.
2. The concept is identified in an approved park general management plan and/or other park planning documents.
3. The park staff has assessed the compliance requirements and prepared an initial plan to ensure that those and other statutory obligations will be met.
4. The project is appropriate for a fundraising partnership.
5. The superintendent and the partner have demonstrated the capacity to undertake a project of this size and scope. The superintendent and partner have reviewed the relevant policy, and understand the partnership construction process and its requirements. A primary point of contact has been identified in the region to work with the park and partner on project-related issues.
6. The Regional Director has received and concurs with a statement of mutual interests, roles and responsibilities with regard to the development of the potential partnership contained in a memo of intent signed by the superintendent and the partner.
7. The Regional Director has determined that the potential partnership is ready to move forward to the Project Definition Phase and has identified it as a regional priority.

PROJECT DEFINITION PHASE

1. The project's scope, in terms of location, size and function, is clearly defined.
2. Appropriate NPS planning models have been applied. Deviations from the models have been identified and justified. (Note: A project consistent with the model does not guarantee that NPS will deem the facility size acceptable.)
3. The projected visitation of the facility has been determined and verified through accepted procedures.
4. The gross construction cost of the project is clearly estimated (Class C).
5. The estimated life cycle costs of operation and maintenance for the project to be incurred by the NPS and/or the partner (as applicable) are identified.
6. There is a decision as to whether an endowment for operation and maintenance of the facility or other improvement will be established.
7. The project's architectural themes, style and vocabulary are established.
8. The proposed functions of the building or other improvement are further refined and fully described.
9. The roles and responsibilities of the partners in the funding, construction, use and operation of the building are clearly delineated. All sources of funding for this

project and responsibility for generating such funding have been determined and the initial understanding of the program to fund and operate the project is developed.

10. Estimated revenue from the building, if applicable, is determined based upon elements of the building size and visitor use projections by qualified consultants.
11. The Regional Director has reviewed and approved the project to be submitted to DAB for review and approval of the concept.
12. Projects proposed for park sites in areas with joint management or legislated oversight by external bodies have secured the appropriate approval from those organizations.
13. DAB has seen the project and approved the conceptual design.
14. After the DAB review/approval of the concept, for projects valued \$1 million and greater, the project is submitted to the AD-PPFL for review to determine if the criteria and requirements of the partnership construction process have been satisfied. For projects valued from \$1 million to \$5 million that have satisfied the requirements of the process, the AD-PPFL recommends to the Director that the project be approved to move to the next phase of the process, the Agreements Phase. For projects valued at \$5 million and greater that have satisfied the criteria of the process the AD-PPFL recommends to the Director that the project be sent for Congressional Consultation. The Director reviews and concurs, and the project is submitted among other projects on a quarterly basis through the Department and OMB for congressional consultation for a 30-day period of time.
15. Once a project has completed the 30-day period of congressional consultation, the AD-PPFL notifies the region and park that the Project Definition Phase has been completed and that the project is ready to move into the Agreements Phase.

AGREEMENT PHASE

1. A fundraising feasibility study has been conducted to determine if the proposed fundraising goal is feasible for the proposed project, and if not what level is feasible as well as how best to position the case statement, the board of directors, and the park support personnel to succeed in reaching the fundraising goal.
2. A fundraising plan has been developed. Elements include: case statement, fundraising goal, results of the feasibility/planning study, target market or audience, the fundraising strategies, NPS role, acknowledgement and reporting requirements, fundraising budget, and the benchmark and evaluation pieces.
3. A donor recognition plan has been developed.
4. A communications plan has been developed to describe all aspects of the public communication on the project. Elements include: 1) the proposed timing of the announcement of any public fundraising campaign, 2) communications within the NPS, and with the media, Interior Department Officials, and Congress, and 3) a description of how the campaign will be conducted.
5. A financial management plan has been developed.
6. All other documents required under DO #21 have been prepared and submitted to WASO along with the recommendation for approval memorandum addressed to the AD-PPFL from the appropriate Regional Director.
7. The partner has agreed that soliciting Congress is not to be part of the fundraising strategy and a non-lobbying statement is included in the draft fundraising agreement.

8. An exit strategy has been developed to describe how the project will be managed if conditions change and the partnership fundraising effort is not successful.
9. The project is phased in such a way as to allow components to be built in the event that the partner is not able to raise all of the funds in the agreed to timeline.
10. The roles and responsibilities of the NPS and partners are clearly delineated with regard to fundraising, government funding (if any), project design, funding for legal and regulatory compliance, operation and maintenance responsibilities, liability issues resulting from cost over-runs and design and construction standards, processes, oversight, and approvals.
11. A fundraising agreement has been prepared with the input from the park contracting officer if appropriate, the Solicitor's Office, the Regional Office and the WASO Partnership Office.
12. Once the recommendation for approval memo accompanied by all documentation has been received by the WASO Partnership Construction Program Manager, the policy review will commence and be completed. A memorandum of recommendation will be prepared for transmittal by the AD-PPFL, through the Deputy Director for Operations recommending:
 - a). for projects valued from \$1 million to \$5 million dollars that have satisfied all the requirements of the partnership construction process and have satisfied the requirements of DO #21 that the project be approved and that the Director sign the fundraising agreement;
 - b) for projects valued \$5million and great that have satisfied the requirements of the partnership construction process and have satisfied the requirements of DO #21, that the project be submitted for congressional review and concurrence.
13. After a project has been successfully through the congressional approval process, the project is approved by signature of the Director and/or Regional Director and notification that approval is granted with the signing of the fundraising agreement by the appropriate NPS official and the transmittal of the NPS signed agreement to the partner(s) for their signature(s). Once the partner(s) sign the fundraising agreement and return two signed copies to the NPS (one for the park, one for WASO), the Agreement Phase is completed and the project moves into the Development Phase.

DEVELOPMENT PHASE

1. All projects will proceed through the design process in accordance with established policy of the NPS for design and construction and must complete another presentation to the DAB, following established procedures.
2. Changes in the scope or cost of the project, or the funding requirements of the NPS or the partner, require that the fundraising agreements be revised and approved by the Director in accordance with the requirements of the "Agreements Stage". Changes in scope and cost may also require DAB Review.
3. Changes in the requirements of the "Quiet Campaign and Public Campaign" may require the fundraising agreement to be revised and approved by the Director in accordance with the requirements of the "Agreement Stage".

IMPLEMENTATION PHASE

1. Once all funds are in hand, then the contracting process moves through the established rules and procedures of the NPS for contracting and construction.

The partnership construction process is further described at:
http://www.nps.gov/partnerships/capital_campaigns.htm

Templates of transmittal memoranda will be included at a later date.

^[1] A joint project between NPS and a non-governmental entity (a Friends Group, for example) where the partner will be engaged in fundraising.